



Tuesday, March 22nd, 2022, 7:00pm

Notice is hereby given that the City Council of Blanding, Utah will hold a Regular Council Meeting on March 22, 2022 at the City Office, 50 West 100 South Street, which meeting will begin promptly at 7:00 pm.

Due to the COVID-19 outbreak and the emergency declaration by the State of Utah, members of the public may be limited to maintain social distancing. Go to <https://bit.ly/2UUIBh2> to view the meeting live on YouTube. If the public wishes to comment, they may email a short and concise comment to cityoffice@blanding-ut.gov. Comments shorter than three minutes in length that are received before the start of the meeting may be read during the open forum portion of the meeting.

In compliance with the ADA, individuals needing special accommodations during this meeting may call the City Offices at (435) 678-2791 at least twenty-four hours in advance. Every effort will be made to provide the appropriate services. One or more members may participate in the meeting electronically, according to Blanding City Ordinance 1-5-5-F regarding electronic meeting participation. All agenda times are approximate.

POLICY MEETING

- I. Call to Order
- II. Roll Call
- III. Prayer or Thought
Anyone in attendance is invited to notify the Mayor prior to the meeting if they would like to offer a prayer or thought.
- IV. Pledge of Allegiance
- V. Approval: Consent Agenda and Minutes from March 8th, 2022.
- VI. Declaration of Conflicts of Interest

Public Input

Anyone wishing to address the Council on any item is invited to do so. Public Input is an opportunity for the public to bring information to the Council. Clarifying questions may be asked by the Council, but it is not an appropriate time for substantive discussion.

Reports

1. Mayor
2. City Council
3. City Manager - David Johnson
 - a. Project Status Report Pg. 5
4. Finance - Kim Palmer Pg. 6
5. Public Works Project Report - Terry Ekker Pg. 12
6. Parks & Recreation Report - David Palmer Pg. 14

Discussion Items

1. Sunrise Outfitting - Pratt Redd Pg. 16

Business Items

1. Resolution 03-22-22-1 Airport Consultant Contract - Bret Hosler Pg. 19
2. Resolution 03-22-22-2 Water Infrastructure Design Contract - Terry Ekker Pg. 40
3. Resolution 03-22-22-3 Municipal Wastewater Planning Program - Terry Ekker Pg. 49



Closed Session

Possible closed session for the purpose of discussing pending or reasonably imminent litigation; to discuss the character, professional competence, or physical or mental health of an individual; to discuss collective bargaining; or to discuss the purchase, exchange, sale or lease of real property. *Utah Code 52-4-205*

Adjournment



CITY COUNCIL MEETING MINUTES

Draft Minutes Subject to Change

Blanding City Office, 50 W 100 S, Blanding Utah 84511

Tuesday, March 8, 2022

Present:

City Mayor:

Logan Monson

City Councilmembers:

Kd Perkins

Cheryl Bowers

Kellen Nielson

Erik Grover

Len Gasser

City Manager:

David S. Johnson

City Community Development Director:

Bret Hosler

City Economic Development Specialist:

Pratt Redd

City Police Chief:

J.J.Bradford

Others: Josh Nielson, Kathryn Russell, Josi Russell, Richard Russell, Max Russell, Devon Gosney, Spencer Gosney, Sarah Gosney, Camille Ward, Alan Ward, Brigham Ward, Austin Pincock and Alyn Mitchell.

Prayer - Offered by Councilmember Perkins.

Declaration of Conflict - none.

1. The Pledge of Allegiance was recited.
2. **Councilmember Perkins moved to approve minutes of the February 22nd meeting and the consent agenda. Councilmember Gasser seconded the motion. Mayor Monson repeated the motion and asked for discussion. Hearing none, he called for a vote. Voting was as follows:**

Those voting AYE

**Councilmember Perkins
Councilmember Bowers
Councilmember Nielson
Councilmember Grover
Councilmember Gasser**

Those voting NAY

NONE

Constituting all members thereof, Mayor Monson declared the motion carried.

PUBLIC INPUT - None

REPORTS

1. Mayor Monson -

a. 5th Grade Class Attending State Capital -

On Thursday March 10th, Mayor Monson will be chaperoning Blanding Elementary 5th Graders to tour the Utah State Capital and visit the Living Planet Aquarium located in Draper, Utah.

2. City Council

a. Baseball/Softball Fields - Councilmember Bowers

Councilmember Bowers inquired about a pile of reserved dirt and stated that coaches would like it added to the fields. Since Mr. Johnson was unaware of the reserve, he will provide an answer at the next City Council Meeting scheduled for March 22, 2022.

3. City Manager - David Johnson

a. Airport Commercial Policies -

Recent feedback from community members is that the policy's hangar fees may be higher than comparable airports. Mr. Johnson said this policy will be brought back for discussion at the April 12, 2022 City Council Meeting. At that time the fee schedule will be finalized.

b. Sunrise Outfitting Request -

Councilmember Bowers asked for an update on the Sunrise Outfitting application. Mr. Johnson responded their application is still in process. Further, Councilmember Bowers inquired about specific progress on the incorrectly installed gas line. Mr. Johnson replied that since this happened years ago, it is unclear who is responsible for the error. Councilmember Bowers requested to add this concern as a discussion item on the next Council Meeting Agenda scheduled for March 22, 2022.

4. Finance Report - Kim Palmer

No questions or comments for this report.

5. Public Works - Water Report - Terry Ekker

No questions or comments for this report.

6. Police Report- Chief Bradord

No questions or comments for this report.

PRESENTATION

1. Community Youth Award - San Juan County Prevention Action Collaboration - Mayor Monson

Mayor Monson and SJCPAC awarded Spencer Gosney along with his associates, Max Russell, Brigham Ward, and Austin Pincock for outstanding service to the community. Together they raised \$1,200 in donations for the domestic violence shelter, Gentle Ironhawk located in Blanding.

BUSINESS ITEM

1. Resolution 03-08-2022-1 Commercial Development Agreement & Guiding Policy

Councilmember Bowers asked why blighted properties were not added to policy. Mr. Johnson clarified these properties are covered under the Community Redevelopment Agency (CRA) which is limited to property tax.

Councilmember Bowers moved to adopt Resolution 03-08-2022-1 Commercial Development Agreement & Guiding Policy. Councilmember Gasser seconded the motion. Mayor Monson repeated the motion and asked for discussion. Hearing none, he called for a vote. Voting was as follows:

Those voting AYE

**Councilmember Perkins
Councilmember Bowers
Councilmember Nielson
Councilmember Grover
Councilmember Gasser**

Those voting NAY

NONE

Constituting all members thereof, Mayor Monson declared the motion carried.

ADJOURNMENT

Councilmember Perkins moved to adjourn the meeting. Councilmember Nielson seconded the motion. Mayor Monson repeated the motion and called for a vote. Voting was as follows:

Those voting AYE

**Councilmember Perkins
Councilmember Bowers**

**Councilmember Nielson
Councilmember Grover
Councilmember Gasser**

Those voting NAY

NONE

Constituting all members thereof, Mayor Monson declared the motion carried.

Council adjourned the meeting at 5:29 p.m.

By: _____
Jonna Meyer, Deputy Recorder

City Council Project Status Report - 03.22.2022

Project	Status	Notes
Deep Well	Ongoing	Staff is working with Jones and DeMille to do design work through our service agreement.
Parks, Recreation, Trails & Open Space Masterplan	Ongoing	Staff met with Blu and is moving forward on the first steps.
Wellness Center Sprinkler System	Ongoing	The City Council approved design. Staff is working on coordinating that effort. First the shower design must take place.
Wellness Center Showers	Ongoing	The City Council approved design. Staff is working on coordinating that effort.
CDBG Grant	Approved	The City's application was recommended for approval. Staff is now working to determine the next steps and CDBG requirements to complete the project.
Visitor Center Gift Shop RFP	Starting	CNHA was approved by the City Council. Staff is working with Bear Skins to discuss providing Blanding specific shirts.
Swallow's Nest	Ongoing	Staff recently heard back from the grant and we unfortunately did not receive it. As such, staff will go back to the original plan of removing grass and placing gravel.
Airport Commercial Policies	Ongoing	This is currently being reviewed by the City Attorney. After the City Attorney Review, staff will work with the City FBO to get feedback and amend their agreement as appropriate.
Sunrise Outfitting Request	Ongoing	<p>A CDA was approved during the last City Council meeting. Tehir application is still in review. Staff is evaluating Sunrise Outfitting based on the CDA criteria.</p> <p>Council Member Bowers asked that this item be added as a Discussion item for the March 22nd meeting.</p> <p>The City Attorney said that he needs more time to look at the situation to evaluate what a development agreement would entail with Sunrise Outfitting and whether or not he would recommend one. Even with the unique situation Sunrise Outfitting brought up about concrete covering the main lines, he added that he would caution the City against a development agreement with incentives, especially without a consistent policy in place. Fortunately, City Council approved the CDA on March 8th.</p> <p>He further explained that the City needs to ensure that it is not covering costs for developers, even with special circumstances. A development agreement needs to have at a minimum a legal quid pro quo/ROI in an agreement that details the benefits to the City. Perceived or indirect value or benefit is not sufficient. The City should receive tangible value in return for incentives that is equal to or greater than the benefit the City is providing to a developer.</p> <p>In regards to utility fees in particular, the City Attorney mentioned that those are required by covenants with bonding agencies. All users are required to pay into the system, which is why the City cannot waive those types of fees.</p>



CITY COUNCIL MEETING - STAFF REPORT

Author: Kim Palmer, Finance Director
Department: Finance
Subject: Council Financial Report
Date: March 22, 2022
Type of Item: Report

Department Review

All accounts are within budget.

The second ARPA tranche was expected in February but was not received.

The budget process has started and staff is currently working on collecting information regarding anticipated revenues, expenses, capital projects and personnel expenses.

A Council budget work session has tentatively been scheduled for Saturday, April 30th, beginning at 8:00 a.m. If you have a conflict, will you please let myself, Dave or Logan know. We would like everyone to attend.

The Natural Gas Rate Study is nearing completion and will be presented to the Council in the near future.

Attachments

Council Financial Report - February 2022

City of Blanding

FINANCIAL REPORT - FEBRUARY 2022

	Prior Year Period Actual	Current Year Period Actual	Period Budget	Notes
Change In Net Position				
Revenue:				
Property Taxes	\$ 274,770.27	\$ 308,104.00	\$ 275,000.00	
Sales Tax	\$ 514,155.00	\$ 659,123.77	\$ 542,764.91	21% above budget
Room Tax	\$ 32,339.66	\$ 23,087.25	\$ 16,356.53	
Franchise Fees	\$ 10,766.50	\$ 13,770.62	\$ 8,400.00	
Licenses and permits	\$ 20,007.72	\$ 18,482.88	\$ 17,215.55	
Intergovernmental revenue	\$ 175,733.22	\$ 447,751.17	\$ 696,309.36	Budget includes ARPA funds
Charges for services	\$ 25,504.67	\$ 28,848.82	\$ 21,177.26	
Fines and forfeitures	\$ 64,773.27	\$ 96,767.60	\$ 91,256.00	
Interest	\$ 142,526.66	\$ 26,908.35	\$ 26,336.00	
Wellness Center Revenue	\$ 127,823.49	\$ 113,564.85	\$ 123,690.85	
Sales/Property	\$ 15,803.62	\$ 3,798.48	\$ 10,536.00	
Visitor Center	\$ 13,282.95	\$ 9,321.83	\$ 10,056.23	
Baseball Revenue	\$ (570.00)	\$ (679.00)	\$ (1,893.42)	
Softball Revenue	\$ (615.00)	\$ (710.00)	\$ 3,120.73	
Soccer Revenue	\$ 6,850.00	\$ 3,465.00	\$ 8,489.81	
Football Revenue	\$ 5,790.00	\$ 1,615.00	\$ 5,712.00	
Volleyball Revenue	\$ 4,007.48	\$ 2,350.00	\$ 3,500.00	
Basketball Revenue	\$ 9,326.39	\$ 3,510.00	\$ 4,758.21	
Tournament Revenue	\$ -	\$ (125.00)	\$ 2,000.00	
Sundry Revenues	\$ 47,230.62	\$ 19,270.63	\$ 26,500.00	dividend, donation, fuel flowage
Contributions and transfers	\$ 107,000.00	\$ 107,000.00	\$ 163,000.00	
Total Revenue:	\$ 1,596,506.52	\$ 1,885,226.25	\$ 2,054,286.02	
Expenditures:				
General government				
Council	\$ 6,990.05	\$ 10,239.95	\$ 8,299.74	Travel, plaques, supplies
Court	\$ 33,893.38	\$ 87,788.57	\$ 79,590.00	Equipment needed for deputy clerk
Administrative	\$ 87,975.61	\$ 72,917.11	\$ 316,426.00	No ARPA expenses yet
Attorney	\$ 13,100.00	\$ 2,700.00	\$ 3,904.00	
Planning and zoning	\$ 42,511.51	\$ 46,474.71	\$ 41,300.00	Travel, conferences
Police	\$ 399,344.12	\$ 438,030.52	\$ 560,686.00	
Fire	\$ 36,165.21	\$ 48,685.57	\$ 125,906.39	Purchases have not been made
Class C roads	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	
Streets and shop	\$ 69,140.11	\$ 66,144.14	\$ 73,762.00	
Airport	\$ 5,280.47	\$ 15,700.18	\$ 11,844.00	Fuel tank repairs
City Engineer	\$ 16,294.11	\$ 17,388.22	\$ 19,534.00	
Visitors Center	\$ 88,900.79	\$ 80,089.43	\$ 88,253.47	
Parks and recreation	\$ 152,613.42	\$ 170,183.10	\$ 147,854.42	utilities, parking lot striping, extra mowing
Wellness Center	\$ 259,427.10	\$ 252,789.44	\$ 286,504.81	
Total Expenditures:	\$ 1,311,635.88	\$ 1,409,130.94	\$ 1,863,864.83	

	Prior Year Period Actual	Current Year Period Actual	Period Budget	
51 Water Fund				
Income or Expense				
Income From Operations:				
Operating income	\$ 561,946.59	\$ 511,094.64	\$ 508,000.00	
Operating expense	\$ 631,300.86	\$ 680,653.76	\$ 673,335.50	
Total Income From Operations:	\$ (69,354.27)	\$ (169,559.12)	\$ (165,335.50)	
Depreciation added back in	\$ 362,306.86	\$ 393,679.64	\$ 356,824.00	
Net Income	\$ 292,952.59	\$ 224,120.52	\$ 191,488.50	
52 Sewer Fund				
Income or Expense				
Income From Operations:				
Operating income	\$ 366,030.65	\$ 368,011.72	\$ 357,136.00	
Operating expense	\$ 278,847.96	\$ 287,121.82	\$ 314,506.84	
Total Income From Operations:	\$ 87,182.69	\$ 80,889.90	\$ 42,629.16	
Depreciation added back in	\$ 84,138.31	\$ 85,077.60	\$ 78,024.00	
Net Income	\$ 171,321.00	\$ 165,967.50	\$ 120,653.16	
53 Electric Fund				
Income or Expense				
Income From Operations:				
Operating income	\$ 1,928,722.38	\$ 1,993,846.17	\$ 1,924,815.86	
Operating expense	\$ 1,715,001.42	\$ 1,923,622.82	\$ 1,669,427.88	
Total Income From Operations:	\$ 213,720.96	\$ 70,223.35	\$ 255,387.98	
Depreciation added back in	\$ 136,368.12	\$ 120,219.80	\$ 111,872.00	
Net Income	\$ 350,089.08	\$ 190,443.15	\$ 367,259.98	
54 Natural Gas Fund				
Income or Expense				
Income From Operations:				
Operating income	\$ 646,093.38	\$ 657,312.87	\$ 596,251.24	
Operating expense	\$ 462,406.48	\$ 525,318.56	\$ 523,516.74	
Total Income From Operations:	\$ 183,686.90	\$ 131,994.31	\$ 72,734.50	
Depreciation added back in	\$ 80,074.03	\$ 94,150.88	\$ 79,000.00	
Net Income	\$ 263,760.93	\$ 226,145.19	\$ 151,734.50	
55 Storm Water Fund				
Income or Expense				
Income From Operations:				
Operating income	\$ 97,282.15	\$ 98,650.15	\$ 98,528.00	
Operating expense	\$ 20,165.46	\$ 68,878.21	\$ 34,116.00	
Total Income From Operations:	\$ 77,116.69	\$ 29,771.94	\$ 64,412.00	
Depreciation added back in	\$ 13,715.71	\$ 62,401.63	\$ 12,600.00	
Net Income	\$ 90,832.40	\$ 92,173.57	\$ 77,012.00	
57 Solid Waste Fund				
Income or Expense				
Income From Operations:				
Operating income	\$ 159,210.23	\$ 173,725.00	\$ 168,856.00	
Operating expense	\$ 140,640.42	\$ 172,284.35	\$ 156,172.00	
Total Income From Operations:	\$ 18,569.81	\$ 1,440.65	\$ 12,684.00	
Depreciation added back in	\$ 393.52	\$ 393.52	\$ 360.00	
Net Income	\$ 18,963.33	\$ 1,834.17	\$ 13,044.00	

City of Blanding
Invoice Register - 3/1/2022 to 3/16/2022 - All Invoices

3/16/2022

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
339483	Aflac	0	3/14/2022	3/14/2022	\$1,795.26			
					1,795.26	102226	HEALTH INSURANCE PAYABL	HEALTH INSURANCE
RFD 553342244.	BLACKHORSE, TYRONE	51105	3/1/2022	3/1/2022	\$123.76			
					123.76	532290	CUSTOMER DEPOSITS	Deposit Refund: 553342244 - BL
22B1346 PO# .	CHEMTECH-FORD LABORATORIES	ACH.0303221105.52	3/1/2022	3/1/2022	\$84.00			
					84.00	5140250	EQUIPMENT - SUPPLIES & M	WATER TESTING
9 - 2013A WATE	COMMUNITY IMPACT BOARD - UTAH	51106	3/14/2022	3/14/2022	\$38,000.00			
					38,000.00	512545.2	2013A Water Revenue Bond Re	Principal - 2013A WATER REVE
0301202	EMERY TELCOM	51107	3/1/2022	3/1/2022	\$79.95			
					79.95	1052280	Police TELEPHONE	INTERNET SERVICE
03012022	EMERY TELCOM	51107	3/1/2022	3/1/2022	\$79.95			
					79.95	1053280	Fire TELEPHONE	INTERNET SERVICE
	Vendor Total:				\$159.90			
3142022	FRANCIS, CECELIA	51110	3/14/2022	3/14/2022	\$26.69			
					26.69	101510.3678	WELLNESS CENTER REVENU	REFUND MEMBERSHIP
42385	FREEDOM MAILING SERVICES, INC	51111	3/1/2022	3/1/2022	\$557.15			
					557.15	5340310	PROFESSIONAL/TECHNICAL	STATEMENT PROCESSING
123331	GENEVA CAPITAL LLC	51112	3/1/2022	3/1/2022	\$1,913.00			
					1,913.00	1066250	Wellness Center EQUIPMENT -	EQUIPMENT LEASE
IN7100996255	LOGMEIN	ACH.0303221105.8855	3/1/2022	3/1/2022	\$526.03			
					100.00	1044280	Admin TELEPHONE	PHONE SERVICE
					200.00	1052280	Police TELEPHONE	PHONE SERVICE
					125.12	1066280	Wellness Center TELEPHONE	PHONE SERVICE
					100.91	5340280	TELEPHONE	PHONE SERVICE
806526	MOTOR PARTS	51115	3/7/2022	3/7/2022	\$15.49			
					15.49	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES & EQUIPMENT
806589	MOTOR PARTS	51115	3/7/2022	3/7/2022	\$4.49			
					4.49	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES & EQUIPMENT
	Vendor Total:				\$19.98			
INV21903	MOUNTAIN STATES PIPE & SUPPLY	51116	3/8/2022	3/8/2022	\$72.88			
					72.88	5440250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIP
S104472329.001	MOUNTAINLAND SUPPLY, LLC	51117	3/2/2022	3/2/2022	\$1,122.16			
					1,122.16	5140250	EQUIPMENT - SUPPLIES & M	EQUIP, SUPPLIES, HWY 191
INV181716	PACKARD WHOLESALE CO	ACH.0314221034.167	3/1/2022	3/1/2022	\$303.15			
					138.64	1066250	Wellness Center EQUIPMENT -	CLEANING SUPPLIES
					164.51	1066260	Wellness Center BUILDINGS -	VENDING
INV182069	PACKARD WHOLESALE CO	ACH.0314221034.167	3/2/2022	3/2/2022	\$62.56			
					62.56	1066250	Wellness Center EQUIPMENT -	CLEANING SUPPLIES
	Vendor Total:				\$365.71			
02282022	PALMER, TREVOR	51118	3/1/2022	3/1/2022	\$491.11			
					491.11	5140230	TRAVEL	REIMBURSE FOR MOTEL
220401	PELORUS METHODS	51119	3/1/2022	3/1/2022	\$2,700.00			
					2,700.00	5340310	PROFESSIONAL/TECHNICAL	SOFTWARE CONTRACT
10 - 2017 Electric	PINNACLE PUBLE FINANCE INC	51097	3/3/2022	3/3/2022	\$148,692.00			
					138,000.00	532511.2	2017 Electric Revenue Bond Re	Principal - 2017 Electric Bond R
					10,692.00	5340900	INTEREST EXPENSE	Interest - 2017 Electric Bond Re
852354	REDD'S ACE HARDWARE	ACH.0314221034.6056	3/3/2022	3/3/2022	\$12.99			
					12.99	5440250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT

City of Blanding
Invoice Register - 3/1/2022 to 3/16/2022 - All Invoices

3/16/2022

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
852356	REDD'S ACE HARDWARE	ACH.0314221034.6056	3/3/2022	3/3/2022	\$7.99	1060250	Streets EQUIPMENT - SUPPLI	SUPPLIES AND EQUIPMENT
852479	REDD'S ACE HARDWARE	ACH.0314221034.6056	3/7/2022	3/7/2022	\$3.99	5140250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
852520	REDD'S ACE HARDWARE	ACH.0314221034.6056	3/7/2022	3/7/2022	\$9.81	1052250	Police EQUIPMENT - SUPPLIE	SUPPLIES AND EQUIPMENT
852571	REDD'S ACE HARDWARE	ACH.0314221034.6056	3/8/2022	3/8/2022	\$129.99	5140250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
852575	REDD'S ACE HARDWARE	ACH.0314221034.6056	3/8/2022	3/8/2022	\$19.97	5440250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
852627	REDD'S ACE HARDWARE	ACH.0314221034.6056	3/9/2022	3/9/2022	\$31.99	1060250	Streets EQUIPMENT - SUPPLI	SUPPLIES AND EQUIPMENT
852646	REDD'S ACE HARDWARE	ACH.0314221034.6056	3/9/2022	3/9/2022	\$24.99	5140250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
Vendor Total:					\$241.72			
0814480	RELADYNE WEST LLC	51121	3/3/2022	3/3/2022	\$1,432.02	1060250	Streets EQUIPMENT - SUPPLI	DIESEL
03022022	ROCKY MOUNTAIN POWER	51122	3/2/2022	3/2/2022	\$1,007.79	5140270	UTILITIES	WELL A
03022022-2	ROCKY MOUNTAIN POWER	51122	3/2/2022	3/2/2022	\$94.36	5140270	UTILITIES	RECAPTURE PUMP
03022022-3	ROCKY MOUNTAIN POWER	51122	3/2/2022	3/2/2022	\$283.48	5140270	UTILITIES	WELL C
03022022-4	ROCKY MOUNTAIN POWER	51122	3/2/2022	3/2/2022	\$12.40	5740270	UTILITIES	TRANSFER STATION
03022022-6	ROCKY MOUNTAIN POWER	51122	3/2/2022	3/2/2022	\$84.43	1046270	Airport UTILITIES	RUNWAY
03022022-7	ROCKY MOUNTAIN POWER	51122	3/2/2022	3/2/2022	\$68.02	5240270	UTILITIES	SEWER LAGOON
03022022-8	ROCKY MOUNTAIN POWER	51122	3/2/2022	3/2/2022	\$217.53	5240270	UTILITIES	SEWER LAGOON
Vendor Total:					\$1,768.01			
2203-190573	SAN JUAN BUILDING SUPPLY	51123	3/3/2022	3/3/2022	\$21.48	5140250	EQUIPMENT - SUPPLIES & M	SUPPLIES
5080R	SAN JUAN COUNTY ROAD DEPT	51125	3/2/2022	3/2/2022	\$610.17	1060250	Streets EQUIPMENT - SUPPLI	REPAIR COMPRESSOR
03142022	SPILLMAN, SHYANN	51127	3/14/2022	3/14/2022	\$75.00	1053310	Fire PROFESSIONAL/TECHNI	FIRE DEPT CLEANING
P2206887	WASHINGTON NATIONAL INSURANC	51126	3/1/2022	3/1/2022	\$67.90	102226	HEALTH INSURANCE PAYABL	MISC INSURANCE
Total:					\$200,865.93			
					26.69	101510.3678	GL Account Summary	
					1,863.16	102226	WELLNESS CENTER REVENU	
					100.00	1044280	HEALTH INSURANCE PAYABL	
					84.43	1046270	Admin TELEPHONE	
					9.81	1052250	Airport UTILITIES	
					279.95	1052280	Police EQUIPMENT - SUPPLIE	
					79.95	1053280	Police TELEPHONE	
							Fire TELEPHONE	

City of Blanding
Invoice Register - 3/1/2022 to 3/16/2022 - All Invoices

3/16/2022

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
					75.00	1053310	Fire PROFESSIONAL/TECHNI	
					2,082.17	1060250	Streets EQUIPMENT - SUPPLI	
					19.98	1065250	ParksRec EQUIPMENT - SUPP	
					2,114.20	1066250	Wellness Center EQUIPMENT -	
					164.51	1066260	Wellness Center BUILDINGS -	
					125.12	1066280	Wellness Center TELEPHONE	
					7,024.97		Total	
					38,000.00	512545.2	2013A Water Revenue Bond Re	
					491.11	5140230	TRAVEL	
					1,386.61	5140250	EQUIPMENT - SUPPLIES & M	
					1,385.63	5140270	UTILITIES	
					41,263.35		Total	
					285.55	5240270	UTILITIES	
					123.76	532290	CUSTOMER DEPOSITS	
					138,000.00	532511.2	2017 Electric Revenue Bond Re	
					100.91	5340280	TELEPHONE	
					3,257.15	5340310	PROFESSIONAL/TECHNICAL	
					10,692.00	5340900	INTEREST EXPENSE	
					152,173.82		Total	
					105.84	5440250	EQUIPMENT - SUPPLIES & M	
					12.40	5740270	UTILITIES	
					\$200,865.93		GL Account Summary Total	



CITY COUNCIL MEETING - STAFF REPORT

Author: Terry Ekker, City Engineer
Department: Public Works
Subject: March 2022 Public Works Project Report
Date: March 22, 2022
Type of Item: Report

Background

Project Status Report

Budget Impact

NA

Department Review

Terry Ekker has compiled the update in the standard report format.

Recommendation

N/A

Attachments

March 2022 Public Works Project Report.

Public Works Project Report – March 2022

Westwater Power/Water Project

The project has been slowed to some extent by long wait times for sectionalizing cabinets and the primary metering cabinet. The latest ship date is 5/27/2022 for the meter cabinet. That puts us around mid-June for an in-service date.

Meadowlark Subdivision

Windscape Development is working to complete the sidewalk on all of the lots so that the performance bond can be released, and we can accept the warranty bond.

Street Maintenance Project

We have completed the pavement surface survey and are working to establish project priorities/budgets and then move forward with project design, bid, and construction. We are evaluating project schedule and the scope of work.

Water Master Plan Update

This project is well underway. The computer model is up and running and is being calibrated on actual fire hydrant flow testing.

Natural Gas Master Plan Update

We are a little bit behind schedule on this project. I have a draft scope of work and expect to finalize the scope of work and get an RFP put together for the selection of a consultant to complete the study as soon as possible.

UAMPS

- Steel Solar 1 Project
 - Amendment to transaction schedule modified the contract price. The new price is \$31.35/MWH.
 - We are hearing the project could experience some delay.
- San Juan Generating Station will run through September.
- Muddy Creek is moving forward. Kern River is moving slowly, as their Muddy Creek compressor station is one of their most critical assets.
- CFPP is moving forward on schedule. We will be seeing the Class 3 Cost estimate this fall. We are nervous about how much inflation will affect the project costs.



CITY COUNCIL MEETING - STAFF REPORT

Author: David Palmer
Department: Recreation Department
Subject: General information on the Parks & Recreation
Date: March 4th 2022
Type of Item: Monthly Information

Background:

Volleyball is underway and their first of 7 tournaments will start on March 19th

We have finished the infield dirt project on field #2 and we are still working on field #3 & #4 to improve them before our first games.

We will start registrations for Baseball, Softball, Boys & Girls Machine Pitch and T-Ball this month



February 2022 Recreation Report

	2022 # of participants	2022 Revenue	2021 # of participants	2021 Revenue
T-Ball			80	\$3,200.00
Girls Machine Pitch			38	\$1,520.00
Boys Machine Pitch			63	\$2,520.00
Girls Softball - Totals			82	\$5,330.00
Boys Baseball -Totals			136	\$8,840.00
Swim Team			22	\$880.00
Boys Basketball	91	\$5,550.00	89	\$4,450.00
Girls Basketball			65	\$3,250.00
Soccer			235	\$11,750.00
Flag Football			39	\$1,560.00
Tackle Football			88	\$6,600.00
Youth Volleyball	102	\$5,100.00	116	\$5,800.00
Wellness Center	2022 Annuals	2022 Monthly's	2021 Annuals	2021 Monthly's
February	1,410	71	1,372	47
February	2021-2022	2020-2021	2019-2020	2018-2019
Operating Revenue	\$113,564.85	\$103,024.30	\$127,823.49	\$137,351.25
*Operating Expenses	\$202,789.44	\$188,594.08	\$209,427.10	\$192,540.86

(*Figures do not include \$50,000 bond payment)

Recreation:

- Volleyball is underway and their first of 7 tournaments will start on March 19th
- We will start registrations for Baseball, Softball, Boys & Girls Machine Pitch and T-Ball this month

Parks:

- We have finished the infield dirt project on field #2 and we are still working on field #3 & #4 to improve them before our first games.
- It is time to hire our summer parks and rec staff which will help get everything cleaned up from the winter.

Wellness Center:

- We will probably get started working on the pool before the end of the month
- We had 2,932 recorded "member" visits during February.
- We had 314 visits from patrons without a membership.



CITY COUNCIL MEETING - STAFF REPORT

Author: Pratt Redd
Department: Economic Development & Visitor Services
Subject: Sunrise Outfitting
Date: March 22, 2022
Type of Item: Discussion Item

Background

City Council requested a discussion regarding this project. In accordance with the CDA, the City Council needs to decide on whether or not they want to participate in this project, and what kind of assistance the developer qualifies for. Once the majority is in favor, we can move forward with a contract that details the assistance we can provide.

- The gas line dilemma has been resolved. Public Works discovered that the line is extended to the edge of the property line. This was one of the main concerns regarding Sunrise's Outfitting project.
- The Building and Public Works Departments have worked with Sunrise Outfitting and will be issuing a building permit by Tuesday's meeting. Sunrise Outfitting will then be able to start construction on their property.

Recommendation

Staff Score for Sunrise Outfitting: 18. (scoring can be found on Guiding Policy)

This Project qualifies for council consideration and up to \$12,000 in value of reimbursement.

City Policies and Procedures for Commercial development require that the cost for the extension of all mainline utilities be borne by the developer.

The main objective of a CDA is a bilateral agreement that should assist in economic development only if the project meets certain criteria, benefits both parties involved, and is fiscally sound. If the City Council is in favor, we can move forward with a Commercial Development Agreement.

Department Review:

EDVS, Public Works, Finance & Administration

Budget Impact:

Blanding City does not currently have a budget for the CDA. Where the CDA reimburses the development post-performance, there will likely be a budget in place in the upcoming budget

Attachments:

Guiding Policy - Sunrise Outfitting



Commercial Development Agreement Policy

Guiding Policy

The key objective is to make sure that Blanding City as a taxing entity has conducted the appropriate analysis from a cost-benefit point of view to show the need for the incentive and that the project as a whole will benefit from the job creation, sales taxes, property taxes, utilities and or types of revenue that may benefit Blanding City's goals and objectives for economic development.

To better evaluate the development or project consider the following formula:

Point System	4-5	2-3	0-1
Revenue & Sales Tax	\$250,000 (\$8,250)	\$100,000 (\$3,300)	< \$90,000 (\$2,790)
Job Creation	10+ New Full-Time Jobs	6+ New Full-Time Jobs	3+ New Full-Time Jobs
ROI	12 Months	2-3 Years	4+ Years
Infrastructure	Existing Utilities & Capacity, Funded by Developer	Partnership Between Developer & City	Fully Funded By Blanding City
Experience (experience in the industry in which the project falls under)	Project Owner Has 10+ of Business Experience	Project Owner Has 5+ of Business Experience	New Business Owner
Growth & Potential (does the project promote expansion and additional growth in the project area)	Project Fills a Need. Infrastructure Increases Likelihood of 2-3 Additional Development	Project Fills a Need. Infrastructure Increases Likelihood of 1 Additional Development	Increases Tax Base. Doesn't Seem to Have Much Growth Outside of own Business
Location	Commercial lots along HWY 191 or in Existing CRA	Center Street & Non-Frontage Property or New CRA to Address Blighted Area	Other Commercial Locations or New CRA
Rating	35-25* (Council will consider CDA) (\$25,000 Limit or CRA)	24-15 (Council will consider CDA) (\$12,000 Limit)	14-10** (Council will consider CDA) (\$5,000 Limit)
Project Rating Total			

This evaluation does not obligate the City in any way, but rather, it provides a gauge to trigger what discussion the City Council is willing to have with developers. Upon an approved agreement by the City Council the developer agrees to pay all upfront costs. Once the final inspection for infrastructure is passed, a reimbursement will be made.

*Other limits or incentives may be discussed within an **existing or potential** Community Redevelopment Agency

** Scores of 9 or lower are not eligible for the Commercial Development Agreement



Staff Scoring Based on Rubric:

Revenue & Sales Tax: 1 Point. According to the financials provided, they would provide <\$3,000 annually at the current moment.

Job Creation: 1 Point. Currently, this project would not add 3 full-time employees

ROI: 2 Points. This project would be able to return investment in 3 years.

Infrastructure: 3 Points. Partnership Between Developer & City.

Experience: 5 Points. The owner has 10+ years of experience.

Growth & Potential 1 Point. A business we need but doesn't necessarily incentivize more growth outside of its own business.

Location 5 Points. Located on Highway 191.

Total Score for Sunrise Outfitting: 18.

This Project qualifies for council consideration and up to \$12,000 in value of reimbursement.



CITY COUNCIL MEETING - STAFF REPORT

Author: Bret Hosler, Community Development Director / Airport Manager
Department: Community Development
Subject: Renewal of contract for Airport consulting Engineers
Date: March 22, 2022
Type of Item: Resolution

Background

Every 5 years the City is required by Federal law to go out to bid for Airport consulting Engineers. We have advertised and had inquiries. Only one firm chose to submit and that was Armstrong consultant Engineers out of the Grand Junction Colorado Office. They have been our airport consultants for the last 20 plus years. They have a great wealth of knowledge about our airport. They are very helpful considering the limited staff currently involved with the airport

Budget Impact

This affects the 90 / 10 money from the FAA and the State of Utah to the local match of 10 percent which is supposed to be split 50/50 with San Juan County.

Department Review

Administration
Community Development

Recommendation

Pass the resolution approving the consulting Engineer contract.

Attachments

See the Resolution.



RESOLUTION NO. 03-22-2022-1

A RESOLUTION APPROVING A CONTRACT WITH Armstrong Airport Consulting Engineers

WHEREAS, Blanding City is required every 5 years to seek bids to provide Airport consulting services for Engineering and Planning. and,

WHEREAS, The City sought out proposals as required by Federal law. And desiring to maintain and improve both safety and economic impact of Blanding City Municipal Airport. and,

WHEREAS, A Staff review of the proposed services by Armstrong consulting Engineers and Planners will help Blanding City move closer to reaching the goal of a safer and more economically active airport. and,

NOW THEREFORE, BE IT RESOLVED By the governing body of Blanding City, Utah, that the City approves a five year contract to provide Airport consulting services for both Engineering and Planning, from Armstrong consultants.

PASSED on the 22nd of March, 2022

**BLANDING CITY
A UTAH MUNICIPAL CORPORATION**

Logan Monson, Mayor

Attest: _____
Jonna Meyer, Deputy City Recorder

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SPONSOR AND CONSULTANT**

THIS IS AN AGREEMENT made as of _____, 2022 between the **CITY OF BLANDING, UTAH, (SPONSOR)** and **ARMSTRONG CONSULTANTS, INC. (CONSULTANT)**. SPONSOR intends to improve the **BLANDING MUNICIPAL AIRPORT** (hereinafter called the **PROJECT**). The PROJECT may include, but not be limited to, the following items:

1. Terminal and Equipment Storage Building Improvements/Utilities
2. Pavement Preservation
3. Apron Rehabilitation
4. Apron Expansion and Connector Taxiway
5. Fuel Facility/System Upgrades
6. NAVAIDs/Beacon
7. Perimeter Fencing
8. Taxilane Construction
9. Rehabilitate Runway/Runway Safety Area
10. Construct Taxiway
11. Runway Edge Lighting Improvements
12. Access Road Improvements
13. Land Acquisition
14. Provide Non-FAA Funded Airport Planning, Engineering, Environmental, and Miscellaneous Airport Consulting Services as may be required.

The SPONSOR and the CONSULTANT shall negotiate and approve separate written "Task Orders" which will be signed and approved by the parties for each individual task associated with this Agreement.

SPONSOR and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional services by CONSULTANT and the payment for those services by SPONSOR as set forth herein and in the accompanying Task Orders.

CONSULTANT shall provide professional services for SPONSOR in all phases of the PROJECT to which this Agreement applies, serve as SPONSOR'S professional representative for the PROJECT as set forth below, and shall give professional consultation and advice to SPONSOR during the performance of services hereunder.

SECTION 1 - SERVICES OF CONSULTANT

- 1.1. Preparation or revision of the State and Federal Aviation Administration (FAA) grant applications;
- 1.2. Consult/coordinate with SPONSOR, Airport Users, FAA, State Aeronautics, Airport Staff and other interested parties;
- 1.3. Complete design engineering in accordance with the Task Orders entitled "Further Description of Professional Services";
- 1.4. Complete Construction Period Services in accordance with Task Orders entitled "Further Description of Professional Services";

- 1.5. Complete Planning and Environmental Services in accordance with Task Orders entitled "Further Description of Professional Services of Engineer";
- 1.6. Perform miscellaneous Engineering services as requested by SPONSOR;
- 1.7. Perform all services in conformance with applicable rules and regulations of the FAA.

SECTION 2 - SPONSOR'S RESPONSIBILITIES

SPONSOR shall:

- 2.1. Provide all criteria and full information as to SPONSOR'S requirements for the PROJECT, including design objectives and constraints, and any budgetary limitations.
- 2.2. Assist CONSULTANT by placing at its disposal all available information pertinent to the PROJECT, including previous reports and any other data relative to design or construction of the PROJECT.
- 2.3. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 2.4. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other CONSULTANTS as SPONSOR deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 2.5. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 2.6. Provide all accounting, legal, independent cost estimating, and insurance counseling services as may be required for the PROJECT.
- 2.7. Designate in writing a person to act as SPONSOR'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define SPONSOR'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to CONSULTANT'S services.
- 2.8. Give prompt written notice to CONSULTANT whenever SPONSOR observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect in the work of Contractor(s).
- 2.9. Bear all costs incident to compliance with the requirements of this Section 2.

SECTION 3 - PERIOD OF SERVICE

- 3.1.** This Agreement will be valid for a period of five (5) years from the date signed unless terminated in accordance with Section 7.15 and subject to annual appropriation of funds by the SPONSOR for services described.

SECTION 4 - PAYMENTS TO CONSULTANT

- 4.1.** SPONSOR shall pay CONSULTANT for Services rendered as agreed by Task Orders entitled "Further Description of Professional Services".
- 4.2.** CONSULTANT shall submit monthly statements. The statements will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed at the time of billing. SPONSOR shall make prompt payments in response to CONSULTANT'S monthly statements.
- 4.3.** If SPONSOR fails to make any payment due CONSULTANT for services and expenses within 30 days following submittal of a statement in accordance with Article 4.2, the amounts due CONSULTANT shall include a charge at the rate of 1 1/2% per month from said due date and, in addition, CONSULTANT may, after giving seven days' written notice to SPONSOR, suspend services under this Agreement until it has been paid in full all amounts due him for services and expenses.

SECTION 5 - OPINIONS OF COST

- 5.1.** Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its development of a CONSULTANT'S Estimate provided for herein is to be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that bids will not vary from opinions of cost prepared by him. If SPONSOR wishes greater assurance as to Construction Cost, it shall employ an independent cost estimator as provided in paragraph 2.6.
- 5.2.** If the lowest bid exceeds the CONSULTANT'S Estimate, SPONSOR shall (1) give written approval to increase such estimate, (2) authorize negotiating or rebidding the PROJECT within a reasonable time, or (3) cooperate in revising the PROJECT's extent or quality. In the case of (2) and/or (3) CONSULTANT shall, without additional charge, modify the Contract Documents. The providing of such service will be the limit of CONSULTANT'S responsibility in this regard and, having done so, CONSULTANT shall be entitled to payment for its services in accordance with this Agreement.

SECTION 6 - GENERAL CONSIDERATIONS

- 6.1. Reuse of Documents.** All documents including Drawings and Specifications prepared by CONSULTANT pursuant to this Agreement are instruments of service in respect of the PROJECT. They are not intended or represented to be suitable for reuse by SPONSOR or others on extensions of the PROJECT or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at SPONSOR'S sole risk and without liability or legal exposure to CONSULTANT; and SPONSOR shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting

therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by SPONSOR and CONSULTANT.

6.2. Release of AutoCAD Files. The CONSULTANT may produce certain documents in whole or in part on a computer-aided design system (CAD). If the SPONSOR requests electronic files of those Documents, the CONSULTANT and the SPONSOR agree as follows:

6.2.1. The CONSULTANT agrees to prepare and transmit electronic files containing Drawings as referenced above, such Drawings being devoid of certain title block information and professional seals.

6.2.2. The CONSULTANT makes no representations as to the accuracy of the information contained on the drawing files, as the design engineering drawings are essentially diagrammatic in nature and are not intended to provide detailed graphic dimensional accuracy. Furthermore, the drawing information on the files may not contain all information resulting from addenda, change orders, and field executed changes that have not been incorporated into final record drawings. Therefore, the SPONSOR understands that the use of the information provided is at its own risk. Accordingly, the SPONSOR agrees to indemnify and hold harmless the CONSULTANT from all claims arising out of the use of the information contained in the files provided by the CONSULTANT to the SPONSOR, including defense costs.

6.3. Plan Room. CONSULTANT may submit bid documents to plan room for bidding purposes, but CONSULTANT has no control over the operation of the plan room. SPONSOR therefore agrees to indemnify and hold CONSULTANT harmless against any claims of any nature by successful or unsuccessful bidders arising from or relating to the receipt of incomplete and / or erroneous bid information. SPONSOR further agrees to be solely responsible for costs arising from or relating to rebidding the construction work, should the need for rebidding be caused, in whole or in part, by the receipt of incomplete and / or erroneous bid information through the plan room.

6.4. Controlling Law. This Agreement is to be governed by the law of the principal place of business of SPONSOR.

6.5. Successors and Assigns.

6.5.1. SPONSOR and CONSULTANT each binds themselves and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

6.5.2. Neither SPONSOR nor CONSULTANT shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.5.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from

employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist him in the performance of services hereunder.

- 6.6. Insurance.** The CONSULTANT shall acquire and maintain statutory workmen's compensation coverage, employer's liability, comprehensive general liability, and professional liability insurance coverage.
- 6.7. Indemnification.** To the extent authorized by controlling State law, each party (the "Indemnifying Party") will indemnify and hold harmless the other party (the "Indemnified Party") from and against liabilities, damages, losses, costs and expenses, including reasonable attorney fees, suffered by the Indemnified Party from or in any claims, suits, actions, or other proceedings brought against the Indemnified Party related to or arising out of this Agreement or the Services performed hereunder, to the extent caused by the negligent or other wrongful act or omission of the Indemnifying Party.
- 6.8. Changes.** All Change Orders, Contract Extensions, Supplemental Agreements, and/or Amendments are subject to FAA and State Aeronautics approval prior to their execution.

SECTION 7 - REQUIRED FEDERAL CLAUSES

- 7.1. Access to Records and Reports (Reference: 2 CFR § 200.333, 2 CFR § 200.336, FAA Order 5100.38).** The CONSULTANT must maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The CONSULTANT agrees to maintain all books, records, and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
- 7.2. Breach of Contract Terms (Reference: 2 CFR § 200 Appendix II(A)).** Any violation or breach of terms of this contract on the part of the CONSULTANT or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

SPONSOR will provide CONSULTANT written notice that describes the nature of the breach and corrective actions the CONSULTANT must undertake in order to avoid termination of the contract. SPONSOR reserves the right to withhold payments to CONSULTANT until such time the CONSULTANT corrects the breach or the SPONSOR elects to terminate the contract. The SPONSOR's notice will identify a specific date by which the CONSULTANT must correct the breach. SPONSOR may proceed with termination of the contract if the CONSULTANT fails to correct the breach by deadline indicated in the SPONSOR's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

- 7.3. Civil Rights - General (Reference: 49 USC § 47123)**

7.3.1. Sponsor Contracts

GENERAL CIVIL RIGHTS PROVISIONS

The CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the CONSULTANT and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

7.3.2. Sponsor Lease Agreements and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

7.4. Civil Rights - Title VI Assurances (49 USC § 47123, FAA Order 1400.11)

7.4.1. Title VI Solicitation Notice. The City of Blanding, Utah, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

7.4.2. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

- a. **Compliance with Regulations:** The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- b. **Non-discrimination:** The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a CONSULTANT'S noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1. Withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
 - 2. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the CONSULTANT may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

7.4.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin).
- b. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964).
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27.
- e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and consultants, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38.
- i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).

- I. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7.5. Clean Air and Water Pollution Control (Reference: 49 CFR § 18.36(i) (12)). CONSULTANT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The CONSULTANT agrees to report any violation to the SPONSOR immediately upon discovery. The SPONSOR assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

7.6. Debarment and Suspension (Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)

7.6.1. Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

7.6.2. Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONSULTANTS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the PROJECT is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- a. Checking the System for Award Management at website: <http://www.sam.gov>
- b. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- c. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

7.7. Disadvantaged Business Enterprises (Reference: 49 CFR PART 26)

7.7.1. Solicitation Language (Solicitations that include a Project Goal)

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- b. A description of the work that each DBE firm will perform;
- c. The dollar amount of the participation of each DBE firm listed under (1)
- d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- e. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- b. A description of the work that each DBE firm will perform;
- c. The dollar amount of the participation of each DBE firm listed under (1)
- d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- e. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

7.7.2. Solicitation Language (Race/Gender Neutral Means). The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Blanding, Utah, to practice

nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

7.7.3. Prime Contracts (Projects covered by DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City of Blanding, Utah. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Blanding, Utah. This clause applies to both DBE and non-DBE subcontractors.

7.8. Distracted Driving (Reference: Executive Order 13513, DOT Order 3902.10)

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the SPONSOR encourages the CONSULTANT to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the PROJECT. The CONSULTANT must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the PROJECT.

7.9. Energy Conservation Requirements (2 CFR § 200, Appendix II(H)). CONSULTANT and subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

7.10. Federal Fair Labor Standards Act (Minimum Wage) (Reference: 29 USC § 201, ET SEQ.). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

7.11. Foreign Trade Restriction Certification (Reference: 49 USC § 50104, 49 CFR Part 30). The by submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this PROJECT with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the PROJECT that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/CONSULTANT must provide immediate written notice to the SPONSOR if the Offeror/CONSULTANT learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The CONSULTANT must require subconsultants provide immediate written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subconsultant:

- a. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

- b. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c. who incorporates in the public works PROJECT any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a CONSULTANT is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the CONSULTANT or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the SPONSOR or the FAA.

7.12. Lobbying and Influencing Federal Employees (Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J) 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7.13. Occupational Safety and Health Act of 1970 (Reference: 20 CFR part 1910). All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. CONSULTANT must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONSULTANT retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

7.14. Certification of Offeror/Bidder regarding Tax Delinquency and Felony Convictions (Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) & DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

7.15. Termination of Contract (Reference: 2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)

7.15.1. Termination for Convenience (Professional Services)

The SPONSOR may, by written notice to the CONSULTANT, terminate this Agreement for its convenience and without cause or default on the part of CONSULTANT. Upon receipt of the notice of termination, except as explicitly directed by the SPONSOR, the CONSULTANT must immediately discontinue all services affected.

Upon termination of the Agreement, the CONSULTANT must deliver to the SPONSOR all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this contract, whether complete or partially complete.

SPONSOR agrees to make just and equitable compensation to the CONSULTANT for satisfactory work completed up through the date the CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

SPONSOR further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

7.15.2. Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a. Termination by SPONSOR: The SPONSOR may terminate this Agreement in whole or in part, for the failure of the CONSULTANT to:
 1. Perform the services within the time specified in this contract or by SPONSOR approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the PROJECT;
 3. Fulfill the obligations of the Agreement that are essential to the completion of the PROJECT.

Upon receipt of the notice of termination, the CONSULTANT must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the CONSULTANT must deliver to the SPONSOR all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this contract, whether complete or partially complete.

SPONSOR agrees to make just and equitable compensation to the CONSULTANT for satisfactory work completed up through the date the CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

SPONSOR further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the SPONSOR determines the CONSULTANT was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the SPONSOR issued the termination for the convenience of the SPONSOR.

- b. Termination by CONSULTANT: The CONSULTANT may terminate this Agreement in whole or in part, if the SPONSOR:
 1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the CONSULTANT in accordance with the terms of this Agreement;
 3. Suspends the PROJECT for more than [180] days due to reasons beyond the control of the CONSULTANT.

Upon receipt of a notice of termination from the CONSULTANT, SPONSOR agrees to cooperate with CONSULTANT for the purpose of terminating the agreement or portion thereof, by mutual consent. If SPONSOR and CONSULTANT cannot reach mutual agreement on the termination settlement, the CONSULTANT may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the SPONSOR's breach of the contract.

In the event of termination due to SPONSOR breach, the CONSULTANT is entitled to invoice SPONSOR and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the CONSULTANT through the

effective date of termination action. SPONSOR agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause

- 7.16. Veteran's Preference (Reference: 49 USC § 47112(c)).** In the employment of labor (excluding executive, administrative, and supervisory positions), the CONSULTANT and all sub-tier CONSULTANTS must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

SECTION 8 - SPECIAL PROVISIONS, TASK ORDERS & SCHEDULES

- 8.1.** This Agreement is subject to the following special provisions.

8.1.1. This Agreement is supported by an SPONSOR'S resolution stipulating that Armstrong CONSULTANTS, Inc. is authorized to perform the services as outlined in Task Orders to this contract.

8.1.2. The SPONSOR'S obligation to make payment under this Agreement is wholly conditional on the funding of the PROJECT, including all engineering services, by the U.S. Department of Transportation. This Agreement shall, upon such funding, be supported by an SPONSOR'S Resolution appropriating the funds to pay for the services to be rendered by CONSULTANT. However, if the FAA is willing to fund the PROJECT and the SPONSOR decides to abandon or postpone the PROJECT, the monies owed the CONSULTANT shall be due and payable by the SPONSOR within 30 days of the above decision.

- 8.2.** This Agreement, together with the Task Orders and schedules identified above constitute the entire agreement between SPONSOR and CONSULTANT and supersede all prior written or oral understandings.

This Agreement and said Task Orders and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

SPONSOR:
CITY OF BLANDING, UTAH

CONSULTANT:
ARMSTRONG CONSULTANTS, INC.

Logan Monson, Mayor

Dennis A. Corsi, President

Federal Clause Check List

Meaning of cell values

- Info – Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD - Provision the sponsor must incorporate into procurement documents.

Table 1 – Applicability of Provisions

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
Access to Records and Reports	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Affirmative Action Requirement	\$10,000	REQD	Limited	REQD	Limited	Limited	n/a
Breach of Contract	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
Buy American Preferences	\$ 0	REF	Limited	REQD	REQD	Limited	n/a
(1) Buy American Statement	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(2) BA – Total Facility	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(3) B.A. – Manufactured Product	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
Civil Rights – General	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
Civil Rights - Title VI Assurances	\$ 0	REF	REQD	REQD	REQD	REQD	REQD
(1) Notice - Solicitation	\$ 0	REQD	REQD	REQD	REQD	REQD	REQD
(2) Clause - Contracts	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
(3) Clause – Transfer of U.S. Property	\$ 0	NIS	n/a	n/a	n/a	Limited	REQD
(4) Clause – Transfer of Real Property	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(5) Clause - Construct/Use/Access to Real Property	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(6) List – Pertinent Authorities	\$0	NIS	REQD	REQD	REQD	REQD	REQD
Clean Air/Water Pollution Control	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
Contract Work Hours and Safety Standards	\$100,000	NIS	Limited	REQD	Limited	Limited	n/a
Copeland Anti-Kickback	\$ 2,000	NIS	Limited	REQD	Limited	Limited	n/a
Davis Bacon Requirements	\$ 2,000	REF	Limited	REQD	Limited	Limited	n/a
Debarment and Suspension	\$25,000	REF	REQD	REQD	REQD	Limited	n/a
Disadvantaged Business Enterprise	\$ 0	REF	REQD	REQD	REQD	REQD	n/a
Distracted Driving	\$3,500	NIS	REQD	REQD	REQD	REQD	n/a
Energy Conservation Requirements	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Equal Employment Opportunity	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
(1) EEO Contract Clause	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(2) EEO Specification	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
Federal Fair Labor Standards Act	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
Foreign Trade Restriction	\$ 0	REF	REQD	REQD	REQD	REQD	n/a
Lobbying Federal Employees	\$ 100,000	REF	REQD	REQD	REQD	REQD	n/a
Occupational Safety and Health Act	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
Prohibition of Segregated Facilities	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
Recovered Materials	\$10,000	REF	Limited	REQD	REQD	Limited	n/a
Rights to Inventions	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Seismic Safety	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Tax Delinquency and Felony Conviction	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Termination of Contract	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
Veteran's Preference	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a

Airport Concessions Disadvantage Business Enterprise (ACDBE) Notes:

1. Language relative to solicitation for ACDBEs does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.
2. Airport sponsors must include the appropriate Title VI language in their solicitation notices when they seek proposals for concessions.



CITY COUNCIL MEETING - STAFF REPORT

Author: Terry Ekker, City Engineer
Department: Public Works
Subject: Water Infrastructure Design Contract
Date: March 22, 2022
Type of Item: Business

Background

The staff has been working with various stakeholders on the Westwater culinary water issue. We have received principal forgiveness loans from DDW in the amount of \$380,984 for design engineering services. The scope of work includes the design of a new deep well, design of any necessary treatment of that well water, equipping the well and connecting to our system, and a meter station for the wholesale of water to NTUA for distribution in the Westwater community. We have a General Services Agreement with Jones and Demille Engineering. We can, by Assignment Order, have them provide the necessary services. NTUA has given us a schedule showing that they can be ready to serve their customers by the middle of 2023. Our project is much more complicated than their distribution side and will take more time. We feel that by using our local engineering firm and the General Services Agreement we can cut months off of our schedule and possibly even complete construction on a similar schedule.

Budget Impact

\$326,000 is the proposal for engineering services. Please, look through the proposal and note that task orders #1 and #5 are not a lump sum. Because of some of the variables associated with those tasks, we felt it would be better to use the contracted hourly rates. The other tasks are lump sum.

This proposal is under the amount of our grant money. The project has not been included in this year's fiscal budget. We will have to make a budget adjustment to include the money in and out and we will show this project in the fiscal 2023 budget.

Department Review

The staff has reviewed the proposal and are pleased that it is significantly under the estimated original budget.

Recommendation

Staff recommends that City Council approve the Water Infrastructure Design Contract with Jones and Demille Engineering by adopting Resolution 03-22-2022-2.

Attachments

Assignment Order and Engineering Services Proposal



RESOLUTION 03-22-2022-2

Water Infrastructure Design Contract

RESOLUTION AUTHORIZING THE ASSIGNMENT ORDER FOR JONES AND DEMILLE ENGINEERING TO PROVIDE ENGINEERING SERVICES FOR THE BLANDING CITY - DEEP WELL, TREATMENT, & WATER CONNECTION

WHEREAS, Blanding City requires professional engineering services to design the deep well, associated water treatment, and wholesale meter connection; and

WHEREAS, Blanding City entered into a General Services Agreement between the City and Jones and Demille Engineering date August 2, 2018; and

WHEREAS, Jones and Demille Engineering possesses the necessary qualifications to undertake this project and has submitted the attached proposal describing services to be provided specifically to this assignment dated March 11, 2022, in the amount of \$326,000; and

WHEREAS, Blanding City has received principal forgiveness loans in excess of the proposed cost by Jones and Demille Engineering for this project.

ADOPTED, AND APPROVED this 22nd day of March 2022.

SIGNED:

Logan Monson, Chair

ATTEST:

David S. Johnson, City Manager/Recorder

ASSIGNMENT ORDER

In accordance with the General Services Agreement Between Owner and Consultant, dated August 2, 2018 (“Agreement”), Owner and Consultant agree as follows:

1. ***Specific Project Data.***

Project Title: Blanding City ▪ Deep Well, Treatment, & Wastewater Connection
(the “Assignment”)

Description: Professional engineering services

2. ***Services of Consultant.*** Consultant’s services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Consultant shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Consultant incorporates herein by reference those services set forth in Section A1.01 of Exhibit A of the Agreement and adds the following services specific to the Assignment:

- a. *See proposal dated March 11, 2022, attached hereto as Attachment A and incorporated herein by reference, setting forth the detailed scope of work.*

Owner’s Responsibilities. Owner shall have those responsibilities set forth in Section A.2.01 of Exhibit A of the Agreement.

3. ***Times for Rendering Services.*** Consultant’s services will be performed by November 30, 2022.

4. ***Payments to Consultant.*** Owner shall pay Consultant for the above assignment as follows:
Standard hourly rates with an estimated fee of \$326,000.

Task 1 – Well Drilling, Permitting, and Drilling Construction Administration (hourly)	\$ 103,700
Task 2 – Project Management (lump sum)	\$ 6,000
Task 3 – Well Equip. and Water System Imp. Preconstruction Engineering (lump sum)	\$ 67,800
Task 4 – Arsenic Treatment Building and Well House Engineering (lump sum)	\$ 84,000
Task 5 – Construction Engineering Services (hourly)	\$ 61,000
Task 6 – Environmental Services (lump sum)	<u>\$ 3,500</u>
TOTAL	\$ 326,000

Execution of this Assignment Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon receipt of a copy of this Assignment Order signed by Owner.

JONES & DEMILLE ENGINEERING, INC.

BLANDING CITY

Signature

CSO

Title

March 14, 2022

Date

Signature

Title

Date

2201-029

March 11, 2022

Terry Ekker
550 North 650 West
Blanding, Utah 84511

RE: Blanding – Deep Well, Treatment, & Wastewater Connection

Terry,

We appreciate the opportunity to provide a proposal for the above-referenced project. It is our understanding the city intends to drill and equip a new well near the existing treatment facility. Other project items include well equipping and wellhouse and arsenic removal building, connection to the existing system and a master meter located near 550 N and 600 W.

Jones & DeMille Engineering (JDE) has the necessary resources and expertise to complete this important project. Our assigned Project Manager will be Scoot Flannery. He will draw upon other personnel as necessary to complete the project.

The proposed scope of work and associated schedule and fees are as follows:

SCOPE OF WORK

Task 1 – Well Drilling, Permitting, and Drilling Construction Administration

The proposed scope of work for this phase is as follows:

1. Engineering and construction phase services for design, drilling, permitting, construction, and testing of new PWS Well:
 - a. Technical specifications
 - b. Preliminary Evaluation Report
 - c. Preparation of bid documents for well drilling
 - d. Bid services to including advertisement, prepare addendums, conduct bid opening, prepare bid tab, and recommend award.
 - e. Well site and construction management services
 - i. Submittal review and monitor materials and methods
 - ii. Partial pay request review
 - iii. Describe drill cuttings and prepare a lithologic log
 - iv. Help plan, monitor and interpret the results of airlift testing of the borehole
 - v. Plan and monitor the development of the well and aquifer tests
 - vi. Collect a sample for analysis of parameters required by DDW

- vii. Construction progress documentation
- f. Inspect Grout Seal and Prepare Certification Letter
- g. Prepare Well Construction and Testing Report
- h. Prepare Drinking Water Source Protection Plan

Task 1 Total..... \$103,700*

**To be billed on an hourly basis according to our standard billing rates. Assumes approximately 120 hours of JDE CA time during well drilling. Also assumes that Hydrogeologist subconsultant will visit site when:*

- *The Navajo Sandstone is reached, which is assumed to be at a depth of about 1200 to 1400 feet.*
- *Total depth is reached, which is assumed to be about 2000 feet.*
- *Development with the test pump is complete.*
- *As needed to inspect 3 grout seals*

Task 2 – Project Management

The proposed scope of work for this phase is as follows:

1. Client meetings
2. Design Coordination
3. Subcontractor coordination and management

Task 2 Total..... \$6,000

Task 3 – Well Equipping and Water System Improvements Preconstruction Engineering

The proposed scope of work for well equipping and water system improvements engineering services is as follows:

1. Topographic and Boundary Survey for well site and master meter site.
2. Review NTUA O&M and calibration requirements of master meter. Assist City in determining an adequate user rate for wholesale water usage.
3. Preliminary and final designs for equipping the new well including well pump, valve, piping and other equipment for well.
4. Design and specifications for master meter.
5. Site design for well and building site.
6. Grading and drainage design for well and building site
7. Preliminary and final design for connecting proposed improvements to existing system.
8. Contract Documents. Prepare contract document and technical specifications for construction of the project.
9. Change application for new point of diversion with Utah Division of Water Rights.
10. Bid services to include advertisement, prepare addendums, conduct bid opening, prepare bid tab, and recommend award. Items in task 4 are included in these procurement efforts.

Task 3 Total..... \$67,800

Task 4 –Arsenic Treatment Building and Well House Engineering

The proposed scope of work for building and wellhouse engineering services is as follows:

1. Geotechnical engineering for foundation and site design recommendations.
2. Design of a new arsenic treatment and well house including building, electrical and power, HVAC, and SCADA.
3. Building programming based on requirements from treatment system provider, well equipment, and Blanding City operation requirements.
4. Contract Documents. Prepare contract document and technical specifications for construction of the project.
5. Building will be bid along with task 3.

Task 4 Total..... \$84,000

Task 5 – Construction Engineering Services

The proposed scope of work for construction engineering services is as follows:

1. Contractor Coordination. Includes conducting a pre-construction meeting, processing any requests for information, change orders, punch lists, and project documentation.
2. Construction Observation and Progress Meetings.
3. Partial pay request preparation.
4. Final Walk Through and Closeout. Includes a final site walk-through for construction completion, preparing record drawings and final funding close-out documents.
5. Materials Testing (concrete, compaction, etc.)
6. Construction Staking

Task 5 Total..... \$61,000*

**To be billed on an hourly basis according to our standard hourly rates. Assumes Approximately 485 total hours plus mileage. Hours are estimated high to cover lab rates for materials testing.*

Task 6 – Environmental Services

The proposed scope of work for environmental services is as follows:

- Preparation of a Categorical Exclusion letter for Utah Division of Drinking Water under the State Revolving Fund requirements. This includes preparation of cross cutter letters for agency coordination and an overview map.
- Preparation of a stormwater pollution prevention plan (SWPPP) for coverage under the Utah General Construction Permit in compliance with Section 402 of the Clean Water Act.

Task 6 Total..... \$3,500

TOTAL ALL PHASES..... \$326,000

Assumptions and Limitations:

1. *Hydrogeologist will visit the well when:*
 - a. *The Navajo Sandstone is reached, which is assumed to be at a depth of about 1200 to 1400 feet.*
 - b. *Total depth is reached, which is assumed to be about 2000 feet.*
 - c. *Development with the test pump is complete.*
2. *Treatment system design will be a deferred submittal by system provider. JDE will work with provider for space requirements and other provisions in building design.*
3. *The project will meet the requirements of a Categorical Exclusion as defined in 40 CFR 6.204. If relevant agencies determine that the project does not meet these requirements as designed, an Environmental Assessment would likely be required. Preparation of an Environmental Assessment is outside the scope of this project, but can be negotiated if necessary based on current rates.*
4. *A cultural survey will not be required as the anticipated project area has been previously disturbed.*
5. *Biological surveys will not be required as the anticipated project area has been previously disturbed and suitable habitat does not occur for any species of concern.*
6. *An aquatic resources delineation will not be required.*
7. *The selected construction contractor will provide necessary information to complete the SWPPP prior to construction.*
8. *The selected construction contractor will certify the NOI for the SWPPP and pay the permit fee (\$150 annually).*
9. *It is assumed that Blanding City Owns sufficient water rights for the well.*

SCHEDULE

JDE will work to complete the above scope of work in a reasonable, timely manner according to the project and funding needs. An earnest effort will be made to complete the services within owner's time constraints. The following is a rough schedule of project events:

- April –
 - Site survey
 - Begin Categorical Exclusion
 - Prepare bidding documents for well drilling
- May – Advertise project, award to successful contractor
- Begin drilling (drilling contractors may be several months out, drilling will begin as soon as selected contractor is available)
- Well Drilling and Construction (2 to 3 months)
- Well construction
- System, Well Equipping, and Building Design (3 months)
- Contractor Procurement (1 month)
 - Advertise project and award project
 - Begin Construction
- Construction (5 months)

FEES

The foregoing scope of work for design services can be completed as outlined above. Progress payments will be invoiced monthly throughout the project. Any adjustments to the scope of work can be completed for a negotiated lump sum fee or according to JDE's standard hourly rates.

CLOSURE

We appreciate and look forward to the opportunity to work on this important project. Our team has the proven capabilities to complete this work in a timely and efficient manner. We look forward to helping you shape the quality of life of those you serve. Please review this proposal and let us know if there are any questions or concerns.

Sincerely,

JONES & DeMILLE ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "Scoot Flannery", is positioned above the printed name.

Scoot Flannery, PE



CITY COUNCIL MEETING - STAFF REPORT

Author: Terry Ekker, City Engineer
Department: Public Works
Subject: Adoption of 2021 MWPP
Date: March 22, 2022
Type of Item: Business

Background

Each year, we put together a report for the Utah State Division of Water Quality referred to as the Municipal Wastewater Planning Program Annual Report. As part of the reporting process, the City Council formally adopts the report by resolution in compliance with state code.

David Lyman has compiled the report with the assistance of other staff. David does a great job of making this happen each year.

Budget Impact

NA

Department Review

I have reviewed David's report and find it satisfactory.

Recommendation

Staff recommends that City Council approve the 2021 MWPP by adopting Resolution 03-22-2022-3.

Attachments

March 2022 Public Works Project Status Report.



RESOLUTION 02-22-2022-3

Municipal Wastewater Planning Program

WHEREAS, RESOLVED that Blanding City informs the Water Quality Board of the following actions taken by the City Council.

1. Reviewed the attached Municipal Wastewater Planning Program Report for 2021.
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit (if applicable).

PASSED, ADOPTED, AND APPROVED this 22nd day of March, 2022.

SIGNED:

Logan Monson, Mayor

ATTEST:

Jonna Meyer, Deputy Recorder

Municipal Wastewater Planning Program (MWPP)
Annual Report
for the year ending 2021
BLANDING CITY

Thank you for filling out the requested information. Please let DWQ know when it is approved by the Council.

Please download a copy of your form by clicking "Download PDF" below.

Below is a summary of your responses

[Download PDF](#)

SUBMIT BY APRIL 15, 2022

Are you the person responsible for completing this report for your organization?

☒ Yes

☐ No

Financial Evaluation Section

Form completed by:

David Lyman

Part I: GENERAL QUESTIONS

	Yes	No
Are sewer revenues maintained in a dedicated purpose enterprise/district account?	<input checked="" type="radio"/>	<input type="radio"/>
Are you collecting 95% or more of your anticipated sewer revenue?	<input checked="" type="radio"/>	<input type="radio"/>
Are Debt Service Reserve Fund ⁶ requirements being met?	<input checked="" type="radio"/>	<input type="radio"/>

What was the annual average User Charge¹⁶ for 2021?

330.00

Do you have a water and/or sewer customer assistance program* (CAP)?

☐ Yes

☒ **No**

Part II: OPERATING REVENUES AND RESERVES

	Yes	No
Are property taxes or other assessments applied to the sewer systems ¹⁵ ?	<input type="radio"/>	<input checked="" type="radio"/>

Are sewer revenues ¹⁴ sufficient to cover operations & maintenance costs ⁹ , and repair & replacement costs ¹² (OM&R) at this time?	Yes <input checked="" type="radio"/>	No <input type="radio"/>
Are projected sewer revenues sufficient to cover OM&R costs for the <i>next five years</i> ?	<input checked="" type="radio"/>	<input type="radio"/>
Does the sewer system have sufficient staff to provide proper OM&R?	<input checked="" type="radio"/>	<input type="radio"/>
Has a repair and replacement sinking fund ¹³ been established for the sewer system?	<input type="radio"/>	<input checked="" type="radio"/>
Is the repair & replacement sinking fund sufficient to meet anticipated needs?	<input type="radio"/>	<input checked="" type="radio"/>

Part III: CAPITAL IMPROVEMENTS REVENUES AND RESERVES

	Yes	No
Are sewer revenues sufficient to cover all costs of current capital improvements ³ projects?	<input type="radio"/>	<input checked="" type="radio"/>
Has a Capital Improvements Reserve Fund ⁴ been established to provide for anticipated capital improvement projects?	<input type="radio"/>	<input checked="" type="radio"/>
Are projected Capital Improvements Reserve Funds sufficient for the <i>next five years</i> ?	<input type="radio"/>	<input checked="" type="radio"/>
Are projected Capital Improvements Reserve Funds sufficient for the <i>next ten years</i> ?	<input type="radio"/>	<input checked="" type="radio"/>
Are projected Capital Improvements Reserve Funds sufficient for the <i>next twenty years</i> ?	<input type="radio"/>	<input checked="" type="radio"/>

Part IV: FISCAL SUSTAINABILITY REVIEW

Yes

No 53

Have you completed a Rate Study¹¹ within the

Have you completed a Rate Study⁷ within the last five years?

☐ Yes

☒ No

Do you charge Impact fees⁸?

☒

☐

2021 Impact Fee (if not a flat fee, use average of all collected fees) =

1000.00

Yes

No

Have you completed an Impact Fee Study in accordance with UCA 11-36a-3 within the last five years?

☒

☐

Do you maintain a Plan of Operations¹⁰?

☒

☐

Have you updated your Capital Facility Plan² within the last five years?

☒

☐

Yes

No

Do you use an Asset Management¹ system for your sewer systems?

☒

☐

Describe the Asset Management System (check all that apply)

☐ Spreadsheet

☒ GIS

☒ Accounting Software

☒ Specialized Software

☐ Other

	Yes	No
Do you know the total replacement cost of your sewer system capital assets?	<input type="radio"/>	<input checked="" type="radio"/>
	Yes	No
Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?	<input type="radio"/>	<input checked="" type="radio"/>
What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?	<input type="radio"/>	<input checked="" type="radio"/>

What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?

00

Part V: PROJECTED CAPITAL INVESTMENT COSTS

Cost of projected capital improvements

	Cost	Purpose of Improvements		
	Please enter a valid numerical value	Replace/Restore	New Technology	Increase Capacity
2022	100,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2022 thru 2026	220,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2027 thru 2031	1,000,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2032 thru 2036	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Cost NA	Purpose of Improvements
Please enter a valid	New Increase

This is the end of the Financial questions

To the best of my knowledge, the Financial section is completed and accurate.

☒ Yes

Collections System Section

Form completed by:

May Receive Continuing Education /units (CEUs)

David Lyman

Part I: SYSTEM DESCRIPTION

What is the largest diameter pipe in the collection system (diameter in inches)?

15

What is the average depth of the collection system (in feet)?

7.17

What is the total length of sewer pipe in the system (length in miles)?

32

How many lift/pump stations are in the collection system?

6

What is the largest capacity lift/pump station in the collection system (design capacity in gallons per minute)?

150

Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

☐ Yes

☒ No

What year was your collection system first constructed (approximately)?

1949

In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed? (If more than one, cite the oldest)

1983

PART II: DISCHARGES

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0

How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)?

0

The Utah Sewer Management Program defines two classes of sanitary sewer overflows (SSOs):

Class 1- a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

- (a) affects more than five private structures;*
- (b) affects one or more public, commercial or industrial structure(s);*
- (c) may result in a public health risk to the general public;*
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or*
- (e) discharges to Waters of the state.*

Class 2 - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Below include the number of SSOs that occurred in year: 2021

Number

Number of Class 1 SSOs in Calendar year

1

Number of Class 2 SSOs in Calendar year

0

Please indicate what caused the SSO(s) in the previous question.

Blockage in a Main caused by a bad lateral connection and debris from road construction years ago

Please specify whether the SSOs were caused by contract or tributary

community, etc.

NA

Part III: NEW DEVELOPMENT

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

☐ Yes

☒ No

Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

☐ Yes

☒ No

Number of new commercial/industrial connections in the last year

0

Number of new residential sewer connections added in the last year

4

Equivalent residential connections⁷ served


1536

How many collection system operators do you employ?

Approximate population served

State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade.

List the designated Chief Operator/DRC for the Collection System below:

	Name First and Last Name	Grade	Email Please enter full email address
Chief Operator/DRC	David Lyman	I 	dlyman@blanding.city

List all other Collection System operators with DRC responsibilities in the field, by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	<input type="text"/>
Collection Grade I:	<input type="text"/>
Collection Grade II:	David Lyman
Collection Grade III:	<input type="text"/>
Collection Grade IV:	<input type="text"/>

List all other Collection System operators by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	<input type="text"/>
Collection Grade I:	<input type="text"/>
Collection Grade II:	<input type="text"/>
Collection Grade III:	<input type="text"/>
Collection Grade IV:	<input type="text"/>
No Current Collection Certification:	<input type="text"/>

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

☒ Yes

☐ No

Part V: FACILITY MAINTENANCE

	Yes	No
Have you implemented a preventative maintenance program for your collection system?	<input checked="" type="radio"/>	<input type="radio"/>
Have you updated the collection system operations and maintenance manual within the past 5 years?	<input checked="" type="radio"/>	<input type="radio"/>
Do you have a written emergency response plan for sewer systems?	<input checked="" type="radio"/>	<input type="radio"/>
Do you have a written safety plan for sewer systems?	<input checked="" type="radio"/>	<input type="radio"/>

- | | | |
|---|--------------------------------------|-------------------------------------|
| Is the entire collections system TV inspected at least every 5 years? | <input checked="" type="radio"/> Yes | <input checked="" type="radio"/> No |
| Is at least 85% of the collections system mapped in GIS? | <input checked="" type="radio"/> | <input type="radio"/> |

Part VI: SSMP EVALUATION

- | | | |
|---|----------------------------------|----------------------------------|
| | Yes | No |
| Has your system completed a Sewer System Management Plan (SSMP)? | <input checked="" type="radio"/> | <input type="radio"/> |
| Has the SSMP been adopted by the permittee’s governing body at a public meeting? | <input checked="" type="radio"/> | <input type="radio"/> |
| Has the completed SSMP been public noticed? | <input checked="" type="radio"/> | <input type="radio"/> |
| During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan? | <input type="radio"/> | <input checked="" type="radio"/> |

Date of Public Notice

07/01/2017

During 2021, was any part of the SSMP audited as part of the five year audit?

- ☐ Yes
- ☒ **No**

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Program?

- ☐ Yes
- ☒ **No**

Part VII: NARRATIVE EVALUATION

This section should be completed with the system operators.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

Aging but adequate

What sewerage system capital improvements³ does the utility need to implement in the next 10 years?

Sewer system upgrade 2022 Master Plan update 2023 Sewer line replacement 2027

What sewerage system problems, other than plugging, have you had over the last year?

NA

Is your utility currently preparing or updating its capital facilities plan²?

☒ Yes

☐ No

Does the municipality/district pay for the continuing education expenses of operators?

☒ 100% Covered

☐ Partially cover

☐ Does not pay

Is there a written policy regarding continuing education and training for

is there a written policy regarding continuing education and training for wastewater operators?

☒ Yes

☐ No

Any additional comments?

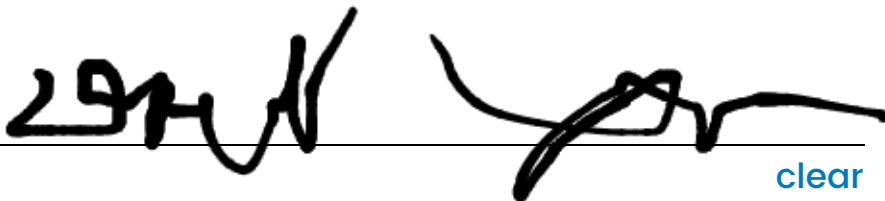
NA

This is the end of the Collections System questions

To the best of my knowledge, the Collections System section is completed and accurate.

☒ Yes

I have reviewed this report and to the best of my knowledge the information provided in this report is correct.

 clear

Has this been adopted by the council? If no, what date will it be presented to the council?

☐ Yes

☒ No

What date will it be presented to the council?

Date format ex. mm/dd/yyyy

03/22/2022

Please log in.

Email

PIN

NOTE: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. Completion of the collection section meets the annual reporting requirement for the USMP. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of that assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance, please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our [Frequently Asked Questions](#) page.

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